

THIS INDENTURE, made by and between P & W Properties, LLC, a Mississippi Limited Liability Company

party of the first part; W. Terry Edwards party of the second part, as Trustee; and Volunteer Bank, a branch division (or "branch") of BancorpSouth Bank, a Mississippi *

party of the third part, WITNESSETH: * Banking Corporation with principal offices in Tupelo, Mississippi *

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

*with branch or division address of 6675 Stage Road, Bartlett, Tennessee, 38134

See attached "Exhibit A" for Legal Description of Property.

See attached "Exhibit B" for Development Loan Language.

10/10/98 11:00 AM

KS

AUG 21 11 51 AM '98

BK 1027 PG 654
W.E. BARTON, CLERK

This conveyance is made in trust, however, to secure the payment of \$ 775,000.00 , evidenced by the following promissory notes of even date herewith:

in the principal amount of Seven Hundred Seventy Five Thousand and No/100 (\$775,000.00) Dollars, being due and payable on or before August 19 , 1999.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the

P & W PROPERTIES, LLC

BY: Robert D. Pelts, Chief Manager

19 day of August, 1998.

BY: Wolf River Investments, Inc.

BY: David J. Johnson, President
David J. Johnson, President

"EXHIBIT A"

DESOTO INDUSTRIAL AIR PARK, INC. – TRACT I

BEGINNING at a point that is south 89 degrees 52 minutes 52 seconds east a distance of 300.13 feet and south 00 degrees 09 minutes 58 seconds west a distance of 40.00 feet from the northwest corner of the northeast quarter of Section 22, Township 1 south Range 8 west, said point being on the south right of way of Stateline Road; thence south 89 degrees 52 minutes 52 seconds east along said right of way a distance of 573.65 feet to a point; thence south 07 degrees 46 minutes 54 seconds west a distance of 941.34 feet to a point; thence south 89 degrees 52 minutes 52 seconds east a distance of 620.40 feet to a point on the west right of way of the Illinois Gulf Central Railroad; thence along last said right of way and a curve to the right with a delta angle of 4 degrees 34 minutes 43 seconds a radius of 2355.79 feet and an arc length of 188.26 feet (188.5 feet called) to a point; thence north 89 degrees 52 minutes 52 seconds west a distance of 1068.41 feet to a point marking the southeast corner of the Watson Property recorded in Deed Book 144, Page 591; thence north 00 degrees 09 minutes 58 seconds east along the east boundary of said Watson Property a distance of 1121.09 feet to the point of beginning, containing 15.44 acres, more or less.

INDEXING INSTRUCTIONS: The northeast quarter of Section 22, Township 1 south, Range 8 west.

DESOTO INDUSTRIAL AIR PARK, INC. – TRACT II

Beginning at a point that is south 00 degrees 09 minutes 58 seconds west a distance of 2343.99 feet and south 89 degrees 52 minutes 52 seconds east a distance of 40.00 feet from the northwest corner of the northeast quarter of Section 22 Township 1 south Range 8 west, said point being on the east right of way of Stanton Road; thence south 89 degrees 52 minutes 52 seconds east a distance of 1034.35 feet (1033.82 feet called by subtraction) to a point on the west right of way of the Illinois Central Gulf Railroad; thence south 17 degrees 58 minutes 30 seconds west along last said right of way a distance of 196.73 feet to a point; thence north 82 degrees 13 minutes 06 seconds west a distance of 450.59 feet to a point; thence south 07 degrees 46 minutes 54 seconds west a distance of 541.98 feet to a point; thence south 82 degrees 13 minutes 06 seconds east a distance of 353.13 feet to a point on the west right of way of the Illinois Central Gulf Railroad; thence south 17 degrees 58 minutes 30 seconds west along last said right of way a distance of 1293.28 feet (1292.96 feet called by subtraction) to a point; thence north 89 degrees 52 minutes 52 seconds west a distance of 450.22 feet to a point on the half section line; thence north 00 degrees 09 minutes 58 seconds east (north 00 degrees 09 minutes 52 seconds east called) a distance of 1647.18 feet to a point on the south right of way of Stanton Road; thence south 89 degrees 52 minutes 52 seconds east to a point marking the southeast right of way of Stanton Road; thence north 00 degrees 09 minutes 58 seconds east along the east right of way of Stanton Road a distance of 295.20 feet to the point of beginning containing 28.72 acres, more or less.

INDEXING INSTRUCTIONS: The northeast and southeast quarters of Section 22, Township 1 south, Range 8 west.

DESOTO INDUSTRIAL AIR PARK, INC. – TRACT III

BEGINNING at a point that is south 00 degrees 09 minutes 58 seconds west a distance of 1161.09 feet (1167.09 feet called) and south 89 degrees 52 minutes 52 seconds east a distance of 40.00 feet from the northwest corner of the northeast quarter of Section 22, Township 1 south, Range 8 west, said point being on the east right of way of Stanton Road; thence south 89 degrees 52

minutes 52 seconds east a distance of 1328.54 feet to a point on the west right of way of the Illinois Central Gulf Railroad; thence along the last said right of way and along a curve to the right with a delta angle of 15 degrees 08 minutes 22 seconds, a radius of 2355.79 feet and an arc length of 622.47 feet (623.05 feet called) to a point; thence continuing along last said right of way south 17 degrees 58 minutes 30 seconds west a distance of 601.17 feet to a point; thence north 89 degrees 52 minutes 52 seconds west a distance of 1034.35 feet (1033.82 feet called by subtraction) to a point on the east right of way of Stanton Road; thence north 00 degrees 09 minutes 58 seconds east along last said right of way a distance of 1182.90 feet to the point of beginning, containing 32.84 acres, more or less.

INDEXING INSTRUCTIONS: The northeast quarter of Section 22, Township 1 south, Range 8 west.

THIS INSTRUMENT PREPARED BY AND RETURN TO:
REALTY CLOSING SERVICES, INC.
6510 STAGE ROAD
BARTLETT, TENNESSEE 38134
(901) 382-0470
98-1579/RF

Return to: Johnson, Grusin, Kee & Surprise, P.C.
780 Ridge Lake Blvd., Suite 202, Memphis, TN 38120
(901) 682-3450

"Exhibit A"

BREAZEALE

BEGINNING at a point that is 2215.53 feet north and 852.05 feet east of the intersection of the north-south half section line in Section 22, Township 1 south, Range 8 west, and the south boundary line of said Section 22, said point being on the west right of way of the Illinois Central Gulf Railroad; thence north 17 degrees 58 minutes 30 seconds east along said right of way a distance of 550.67 feet to a point; thence north 82 degrees 13 minutes 06 seconds west a distance of 450.59 feet to a point; thence south 7 degrees 46 minutes 54 seconds west a distance of 541.98 feet to a point; thence south 82 degrees 13 minutes 06 seconds east a distance of 353.13 feet to the point of beginning, containing 5.00 acres, more or less.

INDEXING INSTRUCTIONS: The northeast and southeast quarters of Section 22, Township 1 south, Range 8 west.

"Exhibit A"

WATSON

Beginning at a point that is south 89 degrees 52 minutes 52 seconds east a distance of 40.00 feet and south 00 degrees 09 minutes 58 seconds west a distance of 40.00 feet from the northwest corner of the northeast quarter of Section 22, Township 1 south, Range 8 west, said point being at the intersection of the south right of way of Stateline Road and the east right of way of Stanton Road; thence south 89 degrees 52 minutes 52 seconds east along the south right of way of Stateline Road a distance of 260.13 feet to a point; thence south 00 degrees 09 minutes 58 seconds west a distance of 1121.09 feet to a point; thence north 89 degrees 52 minutes 52 seconds west a distance of 260.13 feet to a point on the east right of way of Stanton Road; thence north 00 degrees 09 minutes 58 seconds east along last said right of way a distance of 1121.09 feet to the point of beginning, containing 6.69 acres, more or less.

INDEXING INSTRUCTIONS: The northeast quarter of Section 22, township 1 south, Range 8 west.

"Exhibit B"

This is a development loan and should the improvements be left in an incompleated condition at the time when the contract according to its terms is to be completed, or if completed subject to any unpaid obligations for labor or materials, such condition shall constitute an event of default, and the entire secured indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at the option of the holder, who shall not be required to give any notice other than the advertisement for foreclosure provided herein. The money secured hereby shall be advanced by the holder as the construction progresses upon requisition made by the Borrowers for work and material already completed or installed upon the premises, said payment to be based on estimates approved by an appraiser of the holder.

It is understood and agreed that the lien of this Deed of Trust shall have priority at all times over any and all mechanics, furnishers and materialmen's liens and mortgagee and/or holder of the note does not consent to any contract for labor or materials. It is stipulated and agreed that no contract for labor or materials will be let by Borrower except with the express stipulation that the mechanics' and materialmen's liens therefore shall at all times be subordinate to the lien of the Deed of Trust.

This Deed of Trust also secured such other and further advances as may be made to complete the construction contemplated in a Development Loan Agreement of even date herewith, whether such sums are advanced before or after default and The funds hereby secured are advanced pursuant to the Development Loan Agreement of even date. It is a further condition of this Deed of Trust that the Grantor shall comply strictly with every obligation of the Development Loan Agreement and shall proceed diligently to complete the construction contemplated thereby; and any default in the Development Loan Agreement shall be deemed a default in this Deed of Trust.

The statutory right of redemption is hereby expressly waived.

"Exhibit C"

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for said State and County, personally appeared **Robert D. Pelts, Chief Manager and David J. Johnson**, President, of Wolf River Investments, Inc., **Member of P & W Properties, LLC**, a Mississippi Limited Liability Company, with each of whom I am personally acquainted and who, upon their several oaths acknowledged themselves to be the **Chief Manager and President of Wolf River Investments, Inc., Member of P & W Properties, LLC**, respectively, the within named bargainor, and that they as such **Chief Manager and President of Wolf River Investments, Inc., Member**, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by themselves as such **Chief Manager and President of Wolf River Investments, Inc., Member of P & W Properties, LLC**.

WITNESS my hand and official seal at office this 19th day of **August**, 1998.

My Commission Expires: 10-15-2001

J. A. Dorsett
Notary Public

